
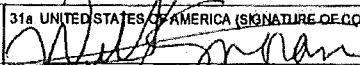


Pam 321-1913

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1 REQUISITION NO.	PAGE 1 OF 59
2 CONTRACT NO. VA260-P-0953	3 AWARD/EFFECTIVE DATE 06/30/2011	4 ORDER NO.	5 SOLICITATION NUMBER VA-260-11-RP-0111	6 SOLICITATION ISSUE DATE	
7 FOR SOLICITATION INFORMATION CALL:	a NAME Tamara Potwora	b TELEPHONE NO (No Collect Calls) 9877	8 OFFER DUE DATE/LOCAL TIME 02-23-2011		
9 ISSUED BY Department of Veterans Affairs Vancouver Square, Suite 203, 5115 NE 82nd Ave Contracting (V4CONT) Vancouver WA 98662	CODE	10 THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A)	<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) UNDER THE WOMEN OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> 8(A)	% FOR NAICS 621111 SIZE STANDARD 10.00 Million	
11 DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE	12 DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING N/A	14 METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15 DELIVER TO Department of Veterans Affairs Spokane VA Medical Center 4815 N. Assembly Street Spokane, WA 99205	CODE	16 ADMINISTERED BY Department of Veterans Affairs Vancouver Square, Suite 203, 5115 NE 82nd Ave Contracting (V4CONT) Vancouver WA 98662	CODE		
17a CONTRACTOR/OFFEROR ESKRIDGE ENTERPRISES, LLC ESKRIDGE & ASSOCIATES 1609 WILDWOOD DR ROUND ROCK TX 786817227 TELEPHONE NO.	CODE	FACILITY CODE	18a PAYMENT WILL BE MADE BY Department of Veterans Affairs FMS-VA-2(101) Financial Services Center PO Box 149971 Austin TX 78714-8971	CODE	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		
19 ITEM NO.	20 SCHEDULE OF SUPPLIES/SERVICES	21 QUANTITY	22 UNIT	23 UNIT PRICE	24 AMOUNT
	See Schedule				
(Use Reverse and/or Attach Additional Sheets as Necessary)					
25 ACCOUNTING AND APPROPRIATION DATA				26 TOTAL AWARD AMOUNT (For Govt. Use Only) \$450,000.00	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4 FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				ARE <input type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/>	
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED <input type="checkbox"/>	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN IS ACCEPTED AS TO ITEMS.	
30a SIGNATURE OF OFFEROR/CONTRACTOR 		31a UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT) Robert L. Eskridge, President		30c. DATE SIGNED 28 Jun 2011		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) William Moran Contracting Officer	
				31c. DATE SIGNED 6/29/2011	

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SECTION B.1 - CONTINUATION OF SF 1449 BLOCKS

B.1 CONTRACT ADMINISTRATION DATA

(continuation from Standard Form 1449, block 18A.)

1. Contract Administration: All contract administration matters will be handled by the following individuals:

a. CONTRACTOR:

b. GOVERNMENT: Contracting Officer 00260
Department of Veterans Affairs
Vancouver Square, Suite 203,
5115 NE 82nd Ave
Contracting (V4CONT)
Vancouver WA 98662

2. CONTRACTOR REMITTANCE ADDRESS: All payments by the Government to the contractor will be made in accordance with:

☒ 52.232-34, Payment by Electronic Funds Transfer -
Other than Central Contractor Registration, or
☐ 52.232-36, Payment by Third Party

3. INVOICES: Invoices shall be submitted in arrears:

a. Quarterly ☐
b. Semi-Annually ☐
c. Other ☒ Monthly in arrears]

4. GOVERNMENT INVOICE ADDRESS: All invoices from the contractor shall be mailed to the following address:

Department of Veterans Affairs
FMS-VA-2(101)
Financial Services Center
PO Box 149971
Austin TX 78714-8971

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B.2 SPECIAL CONTRACT REQUIREMENTS

Under the authority of Public Law 104-262 and 38 USC 8153, the contractor agrees to provide Health Care Resources in accordance with the terms and conditions stated herein, to furnish to and at the Department of Veterans Affairs Medical Center, Spokane VA Medical Center, the services and prices specified in the Section entitled Schedule of Supplies/Services of this contract.

1. SERVICES:

The services specified in the Sections entitled Schedule of Supplies/Services and Special Contract Requirements may be changed by a written bilateral modification to this contract by a by the Contracting Officer.

a. The services to be performed by the contractor will be performed in accordance with VA policies and procedures and the regulations of the medical staff by laws of the VA facility
<http://center.spokane.med.va.gov/Spokane%20Policies/Forms/By%20Service.aspx>.

2. TERM OF CONTRACT:

This contract is effective one year from date of award plus four (4) one-year options that may be exercised by the VA. The contract is subject to the availability of funds. The contractor shall perform no services after end of contract year or September 30 of any year until the Contracting Officer authorizes such services in writing.

3. QUALIFICATIONS:

Each person assigned by the Contractor to perform the services covered by this contract shall hold a license applicable to medical personnel in a State, Territory, or Commonwealth of the United States or the District of Columbia. All licenses held by the personnel working on this contract shall be full and unrestricted licenses. The qualifications of such personnel shall also be subject to review by the VA Chief of Staff and approval by the VA Facility Director per VA Handbook 1100.19
http://vawww1.va.gov/vhapublications/ViewPublication.asp?pub_ID=1806.

4. WORK HOURS:

a. The services covered by this contract shall be furnished by the contractor as defined herein. b. The following terms have the following meanings:

(1) Work hours: The work hours will be on a scheduled or emergency basis depending on the needs of the department. These shifts include federal holidays. An individual physician will not be allowed to work two consecutive 12 hour shifts. The COTR will provide a schedule of required shifts to the contractor on or before the 7th of the preceding month.

The shift hours that might be scheduled or need on an emergency basis are as follows: Weekend shifts are (12 hour shifts) 8:00 pm Friday to 8:00 am Saturday 8:00 am Saturday to 8:00 pm Saturday 8:00 pm Saturday to 8:00 am Sunday 8:00 am Sunday to 8:00 pm Sunday 8:00 pm Sunday to 8:00 am Monday Weekend (12 hour shifts) are 8:00 am to 8:00 pm or 8:00 pm to 8:00 am.

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(2) National Holidays: The 10 holidays observed by the Federal Government are:

New Years Day
Martin Luther King's Birthday
Presidents Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving

Christmas and any other day specifically declared by the President of the United States to be a national holiday.

(3) Off-Duty hours: Any hours the physician is not scheduled to work. Federal Holidays are considered working hours if scheduled.

5. PERSONNEL POLICY:

The contractor shall be responsible for protecting the personnel furnishing services under this contract. To carry out this responsibility, the contractor shall provide the following for these personnel:

- workers compensation
- professional liability insurance
- health examinations
- income tax withholding, and
- social security payments.

The parties agree that the contractor, its employees, agents and subcontractors shall not be considered VA employees for any purpose.

By signing this solicitation, the contractor hereby acknowledges that it is and will continue to comply with State workers compensation laws that are applicable to the contractor. While it is understood by the Federal government that workers compensation laws may not apply to a contractor with respect to that contractor's independent contractors and as such that contractor will not be required to make workers compensation premium payments for such independent contractors, it is wholly the burden and responsibility of the contractor to make such a determination pursuant to State workers compensation laws. The Federal government does not offer any legal advice on such a determination and contractors are encouraged to seek independent legal advice when making such a determination.

6. RECORD KEEPING:

The VA Medical Center, Spokane VA Medical Center shall establish and maintain a record keeping system that will record the hours worked by the contractor employee(s). Contractor's employee(s) shall report to Chief of Staff, Administrative Officer, the COTR who is the Administrative Assistant/Associate Chief Of Staff, Medicine Service or the person designated by the COTR upon arrival at the Spokane VA Medical Center.

7. CONTRACT PERFORMANCE MONITORING:

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Monitoring of contractors time shall be demonstrated through sign-in/ sign-out sheets. The contractor shall be required to sign an attendance log upon reporting to work and departing from work. The COTR, shall be the VA official responsible for verifying contract compliance. After contract award, any incidents of contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.

8. KEY PERSONNEL AND TEMPORARY EMERGENCY SUBSTITUTIONS:

The Contractor shall assign to this contract the following key personnel:

a. The contractor will provide a telephone number, to provide a point of contact for VA staff. The contractor staff assigned to answer this telephone shall act as the initial point of contact for inquiries from appropriate VA personnel.

b. The contractor shall identify the key physician personnel proposed to provide the required services under this contract. The contractor shall not change key personnel without prior approval of Spokane VAMC. All physicians shall have completed contractor personnel security requirements before onset of individual provider performance.

c. For temporary substitutions where the key person will not be reporting to work the Contractor will provide a qualified replacement for the key person. This substitute shall have comparable qualifications to the key person and be approved by Spokane VAMC have completed contractor personnel security requirements before onset of individual provider performance.

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B.2. SOLICITATION OBJECTIVES AND SUBMISSION REQUIREMENTS

B.2.1 OBJECTIVES: This is for nonpersonal health care services, as defined in FAR 37.101, under which the contractor is an independent contractor. The government may evaluate the quality of professional and administrative services provided, but retains no control over the medical, professional aspects of services rendered (e.g., professional judgments, and/or diagnosis for specific treatment). Contractor's performance shall be monitored by the COTR or his/her designee and reported to the Department Chairman.

B.2.2 North American Industry Classification System (NAICS) Code: NAICS code 621111 applies to this acquisition. See clause titled 52.212-1 Instructions To Bidders--Commercial Items.

B.2.4 CONTRACT MODIFICATIONS:

The Contracting Officer is the only person authorized to approve changes or modify any of the requirements under this contract. The Contractor shall communicate with the Contracting Officer on all matters pertaining to contract administration. Only the Contracting Officer is authorized to make commitments or issue changes that will affect price, quantity, or quality of performance of this contract. In the event the Contractor effects any such change at the direction of any person other than the Contracting Officer, the change shall be considered to have been made without authority and no adjustment will be made in contract price to cover any increase in prices incurred as a result thereof. The Contractor must obtain authorization from the Contracting Officer for any services required outside the scope of work provided herein.

B.2.5 SOLICITATION/CONTRACT:

This procurement is being solicited and awarded under the authority of 38 U.S.C. 8153 and VAAR Part 873 and adheres to the format defined in FAR 12.303 for the Acquisition of commercial Items and FAR 13.5; if procedures of FAR Parts 12, 13, and 15 differ the procedures of VAAR Part 873 shall take precedence and FAR Part 15.304 does apply.

B.2.6 TERM AND RENEWAL OPTION:

Health Care Resources in accordance with Public Law 104-262 and 38 U.S.C. 8153 and Part 873 to be furnished by the Contractor to the Department of Veterans Affairs Medical Center, Spokane VA Medical Center, 4815 N. Assembly Street, Spokane, WA 99205 (hereinafter called SVAMC), for one year with 4 one-year options to extend. At the option of Spokane VA Medical Center, the right is reserved to extend services for an additional six months beyond the Final Option Year at those prices by serving notice in writing prior to the expiration date of the base period (see FAR 52.217-8). THE CONTRACTOR WILL PERFORM NO SERVICE AFTER SEPTEMBER 30 EACH FISCAL YEAR UNLESS SPECIFICALLY AUTHORIZED BY THE CONTRACTING OFFICER.

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B.3 Performance Work Statement

B.3.1 Under the authority of Public Law 104-262 and 38 USC 8153 and Part 873, the contractor agrees to provide Health Care Resources in accordance with the terms and conditions stated herein, to furnish to and at the Department of Veterans Affairs Medical Center, Spokane VA Medical Center, the services and prices specified in the Section entitled Schedule of Supplies/Services of this contract.

B.3.2 Contractor agrees to provide either physicians who are certified by the American Board of Medical Specialists (preferred) or who have successfully completed a three (3) year residency program and are board qualified in Family Practice, Internal Medicine, or Emergency Medicine and have recent clinical experience practicing in an Emergency Department setting. The services will be required at:

The Spokane VA Medical Center (SVAMC)
4815 N. Assembly Street
Spokane, WA 99205-6197

B.3.3 Services are required: For the period of June 30, 2011 through one year with four one-year options possible. The contractor shall perform no service after the base year or at the end of any of the option years unless the contracting officer authorizes such services in writing.

B.3.4 Required Response Times:

B.3.4.1 On or before the 7th of the preceding month the COTR will provide the contractor with a schedule of shifts required. On or before the 20th of the preceding month, the contractor shall provide to the SVAMC Contracting Officer's Technical Representative (COTR) a monthly schedule that identifies the physician(s) assigned to cover each shift specified in the contract. If coverage vacancies remain at the time the schedule is provided to the COTR, the SVAMC reserves the right to refuse to allow the contractor to subsequently to fill the vacancies. The contractor shall only schedule for duty only those physicians who have been credentialed and privileged by the SVAMC and have completed the background investigation process.

B.3.4.2 Once the contractor publishes a monthly schedule, it is the contractor's responsibility to notify the SVAMC Contracting Officer Technical Representative (COTR) 7 days before any changes to the schedule.

B.3.4.3 Should the contracted physician not show for assigned tour of duty, or the SVAMC is notified of an open Emergency Department (ED) tour of duty, it is the contractor's responsibility to fill the shift within two hours of shift time. Example: Spokane VAMC Shift starts at 8 p.m., contractor will have until 10 p.m. to find qualified and credentialed replacement.

B.3.4.4 If contracted physician arrives for duty, but for whatever reason is unable to complete that tour of duty, it is the responsibility of the contractor to provide a qualified and credentialed replacement within two hours, to complete assigned tour of duty. Contractor physician who is unable to complete tour of duty must remain on station until qualified and credentialed replacement physician arrives. If contracted physician is unable to do so, the COTR (during normal duty hours), or the Administrative Officer of the Day (AOD) (after normal duty hours) must be notified to initiate finding a staff physician to fill the Emergency Department tour of duty.

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B.3.4.5 Providers will need to be scheduled for orientation/training prior to the start of their first weekday shift, at the government's expense.

B.3.5 Duties and Requirements:

B.3.5.1 The Physician's primary responsibility will be to provide care for adult/geriatric veteran patients who present to the Emergency Department (ED) with a variety of chronic and acute medical and psychiatric problems.

B.3.5.2 98% of physician's time will be spent in either direct or indirect patient care (charting etc.) No meetings or committees will be assigned, hospital rounds will be performed by MOD staff. A small percent of time will be spent in mandatory VA training.

B.3.5.3 There will be no On-Call coverage all duties will be at the Emergency Department.

B.3.5.4 The purpose of this contract is to provide after-hours Emergency Department physician staffing on a scheduled and as needed basis. We are a 24/7 Level 4 Emergency Department, treating ~30,000 patients per year. The Emergency Department will accept ambulances for prearranged transport, for medical conditions that are within the scope of the services offered by SVAMC. SVAMC does not have a trauma center, and does not treat gunshot wounds, multiple trauma, stabbings, etc. The SVAMC does treat patients with minor lacerations, simple fractures, and acute psychiatric urgencies and emergencies. SVAMC has an in-patient psychiatric unit and a VA psychiatrist is on call 24/7.

B.3.5.5 Our Emergency Department operates 24 hours per day, seven days per week, including Federal Holidays. Emergency Department staff, including the contract physicians, must remain on duty until the contract physician has appropriately transferred patient care responsibilities to another qualified physician.

B.3.5.6 The Emergency Department consisting of a 5-bed Emergency Services "bay" for treating and monitoring higher acuity patients, a dedicated procedure room with surgical lighting, one large private exam room, and one moderate-sized private exam room, and a seclusion/quiet room. Adjacent, vacant urgent care office/exam rooms are available for use as additional office and/or examination space as needed.

B.3.5.7 If a patient arrives to the Emergency Department with an immediate need that requires a higher level of care and patient needs does not allow transfer to the Seattle VAMC in Seattle, Washington, or Portland VAMC in Portland, Oregon, arrangements are made for prompt transfer to one of the four, near-by private hospitals. The nearest private hospital is 3.7 miles from this SVAMC and transport response times are excellent. The four hospitals are:

Deconess Medical Center	Valley Hospital
800 West Fifth Ave	12606 East Mission Ave
Spokane, WA 99204	Spokane Valley, WA 99216
Providence Sacred Heart	Providence Holy Family
101 West 8th Ave	5633 North Lidgerwood
Spokane WA 99204	Spokane WA 99208

B.3.5.8 Transfers to these local facilities in most cases would depend on the acuity (major problems) of the patient such as Acute MI, complicated orthopedics, lock down psych, complicated surgical interventions, and Acute Gastro.

B.3.5.9 Most all transfers go to one of the two largest medical centers Deconess and Sacred Heart, as they have the specialists needed and the required support staff.

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B.3.5.10 Patients will be transferred in concert with the Administrative Officer of the Day (AOD) who will arrange bed space and transportation to a local tertiary care facility or to larger VA facilities in Puget Sound or Portland. The contractor will need to communicate the patient's current condition, outlook, and reason for transfer to the attending physician at the facility the patient is being transferred to.

B.3.5.11 Admission histories, physicals, and admission orders are written by the hospitalist (not the Emergency Center physician) when the hospitalist has numerous admission at the same time, they may ask the ED doctor to complete a full history and physical and the hospitalist will follow up with detailed orders.

B.3.5.12 The hospitalist (not the Emergency Department physician) serves as the initial contact for urgent or emergent medical needs for in-patients, observation patients, lodgers, and residents of the Community Living Center VA Medical Center that resides within the medical complex.

B.3.5.13 In the event that a patient requires immediate subspecialty evaluation and/or treatment, the Emergency Department Physician shall contact the appropriate medical staff consultative physician on call, or refer the patient to another institution as indicated by the SVAMC's policies. Subspecialist consultation shall be made only after first obtaining clinically-indicated history and performing clinically-indicated examinations and/or diagnostic testing.

B.3.5.14 In the event of an emergency that necessitates the initiation of the Spokane Emergency Response Call-Back System, the contractor's Emergency Department Physician is the Operations Chief until permanent VA medical staff arrive to relieve him/her. ED physician will act as initial triage officer in case multiple injured people are due to arrive. The Spokane Emergency Response Call-Back System is initiated if we have a bomb threat, natural disaster or any other situation that might necessitate a facility recall, ED physicians along with the in house supervisor will establish initial emergency response.

B.3.5.15 A VA staff physician is assigned to back-up coverage and is either in house or on-call from home and available to return to the SVAMC to provide clinical assistance to the Emergency Department physician upon request. Each specialty will have an on-call practitioner available for consultation by phone either locally or at a larger VA facility. The AOD will have these points of contact available.

B.3.5.16 A contractor's employee must be present at the Spokane VAMC and actually performing the required services for the period specified in the schedule. If the contractor's employee is unable to perform his/her duties the Spokane VAMC will order services from another source, after ensuring the contractor cannot fill the predetermined obligation. This would occur if contracted physician is ill, or delayed for any other reason and unable to fill the obligation. When the contractor is unable to perform the services contracted for, the Spokane VAMC reserves the right to obtain the service from another source and charge the Contractor with any excess cost which may result. The VA will be the sole judge in determining when to order service from another source or recall VA employees.

B.3.5.17 The contractor shall, to the extent possible, provide a core group of physicians to provide this coverage, as continuity of personnel is considered an important element in providing quality care.

B.3.5.18 The contractor shall provide the SVAMC with a local Physician who is credentialed, Vet Pro certified, and has completed all the required background clearances to serve as the contractor's physician's alternate point of contact. This physician shall handle coverage

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deficiencies and the Contractor's Physician's performance issues in the event that the SVAMC is unable to contact the contractor directly.

B.3.5.19 A list of possible contractor-furnished physicians and their Curriculum Vitae shall be made available to the Contracting Officer at the time of solicitation and at anytime a new physician is added to the group. All physicians will be approved by the SVAMC and the Contracting Officer prior to the start of credentialing and the background investigation process. Credentialing is to be done in accordance with VA Directive 1663 and in accordance with the provisions of VHA Handbook 1100.19 (November 14, 2008). Please allow a minimum of 4 to 6 weeks to complete credentialing and security clearances after submission of the appropriate paperwork.

B.3.5.20 A record keeping system of contractor hours worked shall be established. All payments for leave, including sick leave and holiday or vacation time, are the responsibility of the contractor.

B.3.5.21 The contractor's physician shall review and sign off on all essential communications regarding VA policy and procedures posted on the Communication Board located in the Urgent Care Center break room D105 prior to completing his/her duty shift. Contractor's physician shall also review all Outlook and VISTA e-mail communications and all individual communications placed in his/her mailbox prior to completing his/her duty shift.

B.3.5.22 The contract physician will complete and sign all electronic medical records and all orders prior to the completion of each duty shift. Consistent with current medical staff by-laws http://vawww.spokane.med.va.gov/cac/Medicine%20Services/index_medicine_svc_policies_procedures.htm#Policies,_Procedures_and_Guidelines and those of other professional associations which specify standards of performance for the medical profession., all transcribed electronic medical record documents must be signed within 48 hours of the encounter regardless of the contact physician's duty schedule.

B.3.5.23 The Spokane VAMC utilizes a computerized patient medical record; therefore, all contract physicians must possess basic computer navigation skills and keyboarding skills. Contractor's physicians shall attend a hospital-specific orientation prior to their first shift. The orientation program shall include a review of medical records documentation procedures and records management.

B.3.5.24 All contract physicians must complete VAMC mandatory annual training requirements (estimated time requirement is 5-7 hours per year). It is anticipated that most contract physicians will be able to complete mandatory annual training requirements during regularly scheduled work shifts. Contractor will be reimbursed at the standard rate if completion of this task requires hours worked beyond the normally scheduled shifts.

B.3.5.25 The medical center shall provide the following at no cost to the contractor:

- All expendable and non-expendable supplies and equipment as may be necessary for proper operation of the Emergency Center.
- Sufficient professional, technical, and non-technical personnel for the proper functioning of all patient care areas during the period the contract physician is on duty. Included in personnel provided are security police.
- Copies of all medical center policies, by-laws http://vawww.spokane.med.va.gov/cac/Medicine%20Services/index_medicine_svc_policies_procedures.htm#Policies,_Procedures_and_Guidelines and those of other professional associations which specify standards of performance for the medical profession., rules and regulations, and instructions as required for the term of this agreement, to physicians designated by the contractor.

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- All medical center forms and documents required in the provision of physician services at the SVAMC and instructions as to their proper use.

B.3.5.26 The services shall be performed in accordance with established principles and ethics of the medical profession. The quality of healthcare provided shall meet or exceed the currently recognized standards established by the:

- American Medical Association (AMA)
(<http://www.ama-assn.org/ama/pub/physician-resources/medical-ethics/code-medical-ethics.shtm>)
- American Psychiatric Association (APA)
http://www.psych.org/psych_pract/treatg/pg/prac_guide.cfm.aspx
- Joint Commission on Accreditation of Health Care Organizations (JCAHO)
<http://www.jointcommission.org/>
- Veterans Health Administration regulations and medical staff by-laws
http://vawww.spokane.med.va.gov/cac/Medicine%20Services/index_medicine_svc_policies_procedures.htm#Policies,_Procedures_and_Guidelines and those of other professional associations which specify standards of performance for the medical profession.

B.3.5.27 All hours worked must be scheduled and approved by the COTR or his representative prior to being worked. Any unapproved time worked deemed unnecessary by the COTR will not be paid by the VA.

B.3.6 QUALIFICATIONS:

B.3.6.1 Personnel assigned by the contractor to perform the services must not be currently working for Spokane VAMC in any capacity.

B.3.6.2 Personnel assigned by the contractor to perform the services at the SVAMC shall be licensed in a State, Territory, or Commonwealth of the United States or in the District of Columbia. The qualifications of such personnel shall also be subject to review by the SVAMC's medical executive board and approval by the SVAMC director prior to beginning work at the VA Medical Center

B.3.6.3 All physicians shall have a current, full and unrestricted license to practice medicine in any State, Territory, or Commonwealth of the United States or in the District of Columbia. If required by the State of Licensure, current registration shall also be maintained.

B.3.6.4 Physicians who have current, full and unrestricted licenses in one or more states, but who have, or have ever had, a license restricted, suspended, revoked, voluntarily surrendered pending action, or denied upon application shall not be considered for the purposes of this contract.

B.3.6.5 All physicians shall either be certified by the American Board of Medical Specialists (preferred) or who have successfully completed a three (3) year residency program and are board qualified in Family Practice, Internal Medicine, or Emergency Medicine and have recent clinical experience practicing in an Emergency Department setting.

B.3.6.6 The contractor's Emergency Department physicians shall all be certified in Advanced Cardiac Life Support.

B.3.6.7 All physicians shall provide verifiable evidence of clinical competence, including experience in dealing with psychiatric urgencies and emergencies. This information must be obtained from at least three professional and authoritative sources knowledgeable of the physician's mental and physical health status, professional conduct, and professional qualifications consistent with the duties required under the terms of this contract.

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B.3.6.8 All physicians shall provide verifiable evidence of all educational and training experiences including gaps in educational and employment history.

B.3.6.9 All physicians shall be responsible for abiding by the VA Medical Center (VAMC)'s medical staff by-laws, http://vawww.spokane.med.va.gov/cac/Medicine%20Services/index_medicine_svc_policies_procedures.htm#Policies,_Procedures_and_Guidelines and those of other professional associations which specify standards of performance for the medical profession, rules, and regulations that govern medical staff behavior and sign the required Contractor Rules of Behavior

B.3.6.10 All Physicians shall speak English proficiently.

B.3.7 PERSONNEL POLICY: The parties agree the contractor, its employees, agents, and subcontractors shall not be considered VA employees for any purpose.

B.3.8 PERFORMANCE MONITORING:

B.3.8.1 The contract Emergency Center physicians fall under all the existing Spokane VAMC quality monitors relating to services provided such as, medical records review, peer review, incident reporting, infection control, etc.

B.3.8.2 Monitoring of contractors time shall be demonstrated through sign-in/sign-out sheets. The contractor shall be required to sign an attendance log upon reporting to work and departing from work. The Medical Director of Urgent Care or his designee, shall be the VA official responsible for verifying clinical order compliance. After award, any incidents of contractor noncompliance as evidenced by the monitoring procedures shall be forwarded immediately to the Contracting Officer.

B.3.8.3 Any hours worked beyond the normally scheduled shifts shall be reviewed by the COTR to determine appropriateness. Any time worked deemed unnecessary by the COTR will not be paid by the VA.

B.3.8.4 The contracting officer shall appoint the COTR and a copy of the appointment letter will be forwarded to the Contractor.

B.3.9 INVOICES: Invoices shall be submitted in arrears monthly and sent to:

Department of Veterans Affairs

Financial Services Center

PO Box 149971

Austin, Texas 78714-8971

B.3.10 TERM OF CONTRACT:

This contract is for from the date of award through one year with four possible option years. The contractor shall perform no service after the base year or at the end of any of the option years unless the contracting officer authorizes such services in writing.

B.3.11 CONFIDENTIALITY OF SENSITIVE INFORMATION: Each physician shall complete VA Form 0752 "Confidentiality of Sensitive Information Non-Disclosure Agreement" and provide a copy to the VA Contracting Officer as well as the VA COTR.

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B.3.11.1 Each physician shall complete the "Spokane Department of Veterans Affairs Medical Center Computer Account Access Policy, Patient Confidentiality Policy, Contractor Rules of Behavior" form and provide a copy to the VA Contracting Officer as well as the VA COTR.

B.3.12 COMPLIANCE: The contractor shall comply with all current VHA policies. The contractor is required to meet VHA performance and quality criteria and standards including, but not limited to, customer satisfaction, preventative index, chronic disease index and clinical guidelines. Performance and quality standards may change during the course of the contract. New or revised quality/performance criteria or standards will be provided to the contractor before their implementation date. Compliance with mandated performance is required as a condition of this contract.

B.3.13 CONFIDENTIALITY: Any contract resulting from this solicitation will be subject to the Privacy Act of 1974. Federal Acquisition Regulations 52.224-1 Privacy Act Notification and 52.224-2 Privacy Act are incorporated by reference. The Contractor shall be responsible for providing responsible management of medical care. Care provided will respect and integrate the patient's beliefs, values and cultural influences. The Contractor shall involve the patient in care decisions by keeping him/her fully informed about the diagnosis, plan of care and treatment goals, risks and benefits of proposed treatment, and prognosis; shared decision making shall be pursued.

B.3.14 CONTINUITY OF CARE: The Contractor shall be responsible for providing responsible management of medical care. Care provided will respect and integrate the patient's beliefs, values and cultural influences. The Contractor shall involve the patient in care decisions by keeping him/her fully informed about the diagnosis, plan of care and treatment goals, risks and benefits of proposed treatment, and prognosis; shared decision making shall be pursued.

B.3.15 HIPAA: HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT: VHA (and therefore the contractor) must comply with all applicable privacy and confidentiality statutes and regulations.

B.3.16 VISTA: VETERANS HEALTH INFORMATION SYSTEM TECHNOLOGY ARCHITECTURE: VA will provide the contractor with access to the VISTA (Veterans Health Information System Technology Architecture), formally known as DHCP (Decentralized Hospital computer Program.). VA's patient record computer system, Computerized Patient Record System (CPRS) that contains: patient medical records, medication profiles, laboratory and radiology data, and other diagnostic test results. Access will be for the purpose of:

- a. Obtaining patient specific information.
- b. Requesting specialty consults, laboratory, radiology or other diagnostic tests.
- c. Communicating with VA Staff about patient care issues.
- d. Checking formulary status of drugs.

B.3.17 CAUSE FOR TERMINATION: Failure to comply with the terms and conditions', adverse reports for external monitoring agencies which indicate poor quality of medical services; and/or record keeping which indicates poor quality of care shall be grounds for termination.

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Failure to provide physicians for scheduled shifts without prior approval will be cause for termination.

B.3.18 The Spokane VAMC will not pay any hiring fees if any of the physicians are hired for a permanent position.

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B.4 SCHEDULE OF SERVICES AND PRICES

B.4.1 Provide healthcare resources in accordance with Public Law 104-262 and 38 U.S.C. 8153. Contractor agrees to provide a Emergency Department Physician(s) certified by the American Board of Medical Specialists (preferred) or who have successfully completed a three (3) year residency program in Family Practice, Internal Medicine, or Emergency Medicine and have recent clinical experience practicing in an Emergency Department setting.

**The Spokane VA Medical Center
4815 N. Assembly Street
Spokane, WA 99205-6197**

B.4.2 Price is an hourly all-inclusive rate. This schedule is the government's best estimate of the quantity of services required.

B.4.3 Base Period: 7/1/2011 through 6/30/2012

<u>Description</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Per unit Price</u>	<u>Estimated Total Cost</u>
0001 Weekday Shifts Shifts starting Monday – Friday pm (12 hour shifts)	1872	HR	211.87	\$396,620.64
0002 Weekend Shifts (12 hours) (Saturday 8 am thru Monday 8 am)	2496	HR	211.87	\$528,827.52
Total				\$925,448.16

B.4.4 First Option Year: 7/1/2012 through 6/30/2013

<u>Description</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Per unit Price</u>	<u>Estimated Total Cost</u>
1001 Weekday Shifts Shifts starting Monday – Friday pm (12 hour shifts)	1872	HR	216.11	\$404,557.92
1002 Weekend Shifts (12 hours) (Saturday 8 am thru Monday 8 am)	2496	HR	216.11	\$539,410.56
Total				\$943,968.48

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B.4.5 Second Option Year: 7/1/2013 through 6/30/2014

<u>Description</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Per unit Price</u>	<u>Estimated Total Cost</u>
2001 Weekday Shifts Shifts starting Monday – Friday pm (12 hour shifts)	1872	HR	220.43	\$412,664.96
2002 Weekend Shifts (12 hours) (Saturday 8 am thru Monday 8 am)	2496	HR	220.43	\$550,193.28
Total				\$962,858.24

B.4.6 Third Option Year: 7/1/2014 through 6/30/2015

<u>Description</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Per unit Price</u>	<u>Estimated Total Cost</u>
3001 Weekday Shifts Shifts starting Monday – Friday pm (12 hour shifts)	1872	HR	224.84	\$420,900.48
3002 Weekend Shifts (12 hours) (Saturday 8 am thru Monday 8 am)	2496	HR	224.84	\$561,200.64
Total				\$982,101.12

B.4.7 Fourth Option Year: 7/1/2015 through 6/30/2016

<u>Description</u>	<u>Est. Qty</u>	<u>Unit</u>	<u>Per unit Cost</u>	<u>Estimated Total Cost</u>
4001 Weekday Shifts Shifts starting Monday – Friday pm (12 hour shifts)	1872	HR	229.34	\$429,324.48
4002 Weekend Shifts (12 hours) (Saturday 8 am thru Monday 8 am)	2496	HR	229.34	\$572,432.64
Total				\$1,001,757.12

B.4.8 The quantity is the governments best estimate and the does not guarantee that the bidder will receive the maximum quantity identified. Shifts will be on a scheduled or on an emergency basis.

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B.5 VA INFORMATION AND INFORMATION SYSTEM SECURITY/PRIVACY GENERAL

B.5.1 Contractors, contractor personnel, subcontractors, and subcontractor personnel shall be subject to the same Federal laws, regulations, standards, and VA Directives and Handbooks as VA and VA personnel regarding information and information system security.

B.5.2 ACCESS TO VA INFORMATION AND VA INFORMATION SYSTEMS

a. A contractor/subcontractor shall request logical (technical) or physical access to VA information and VA information systems for their employees, subcontractors, and affiliates only to the extent necessary to perform the services specified in the contract, agreement, or task order.

b. All contractors, subcontractors, and third-party servicers and associates working with VA information are subject to the same investigative requirements as those of VA appointees or employees who have access to the same types of information. The level and process of background security investigations for contractors must be in accordance with VA Directive and Handbook 0710, Personnel Suitability and Security Program. The Office for Operations, Security, and Preparedness is responsible for these policies and procedures.

c. Contract personnel who require access to national security programs must have a valid security clearance. National Industrial Security Program (NISP) was established by Executive Order 12829 to ensure that cleared U.S. defense industry contract personnel safeguard the classified information in their possession while performing work on contracts, programs, bids, or research and development efforts. The Department of Veterans Affairs does not have a Memorandum of Agreement with Defense Security Service (DSS). Verification of a Security Clearance must be processed through the Special Security Officer located in the Planning and National Security Service within the Office of Operations, Security, and Preparedness.

d. Custom software development and outsourced operations must be located in the U.S. to the maximum extent practical. If such services are proposed to be performed abroad and are not disallowed by other VA policy or mandates, the contractor/subcontractor must state where all non-U.S. services are provided and detail a security plan, deemed to be acceptable by VA, specifically to address mitigation of the resulting problems of communication, control, data protection, and so forth. Location within the U.S. may be an evaluation factor.

e. The contractor or subcontractor must notify the Contracting Officer immediately when an employee working on a VA system or with access to VA information is reassigned or leaves the contractor or subcontractor's employ. The Contracting Officer must also be notified immediately by the contractor or subcontractor prior to an unfriendly termination.

B.5.3 VA INFORMATION CUSTODIAL LANGUAGE

a. Information made available to the contractor or subcontractor by VA for the performance or administration of this contract or information developed by the contractor/subcontractor in performance or administration of the contract shall be used only for those purposes and shall not be used in any other way without the prior written agreement of the VA. This clause expressly limits the contractor/subcontractor's rights to use data as described in Rights in Data - General, FAR 52.227-14(d) (1).

b. VA information should not be co-mingled, if possible, with any other data on the contractors/subcontractor's information systems or media storage systems in order to ensure VA requirements related to data protection and media sanitization can be met. If co-mingling must be

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allowed to meet the requirements of the business need, the contractor must ensure that VA's information is returned to the VA or destroyed in accordance with VA's sanitization requirements. VA reserves the right to conduct on site inspections of contractor and subcontractor IT resources to ensure data security controls, separation of data and job duties, and destruction/media sanitization procedures are in compliance with VA directive requirements.

c. Prior to termination or completion of this contract, contractor/subcontractor must not destroy information received from VA, or gathered/created by the contractor in the course of performing this contract without prior written approval by the VA. Any data destruction done on behalf of VA by a contractor/subcontractor must be done in accordance with National Archives and Records Administration (NARA) requirements as outlined in VA Directive 6300, *Records and Information Management* and its Handbook 6300.1 *Records Management Procedures*, applicable VA Records Control Schedules, and VA Handbook 6500.1, *Electronic Media Sanitization*. Self-certification by the contractor that the data destruction requirements above have been met must be sent to the VA Contracting Officer within 30 days of termination of the contract.

d. The contractor/subcontractor must receive, gather, store, back up, maintain, use, disclose and dispose of VA information only in compliance with the terms of the contract and applicable Federal and VA information confidentiality and security laws, regulations and policies. If Federal or VA information confidentiality and security laws, regulations and policies become applicable to the VA information or information systems after execution of the contract, or if NIST issues or updates applicable FIPS or Special Publications (SP) after execution of this contract, the parties agree to negotiate in good faith to implement the information confidentiality and security laws, regulations and policies in this contract.

e. The contractor/subcontractor shall not make copies of VA information except as authorized and necessary to perform the terms of the agreement or to preserve electronic information stored on contractor/subcontractor electronic storage media for restoration in case any electronic equipment or data used by the contractor/subcontractor needs to be restored to an operating state. If copies are made for restoration purposes, after the restoration is complete, the copies must be appropriately destroyed.

f. If VA determines that the contractor has violated any of the information confidentiality, privacy, and security provisions of the contract, it shall be sufficient grounds for VA to withhold payment to the contractor or third party or terminate the contract for default or terminate for cause under Federal Acquisition Regulation (FAR) part 12.

g. If a VHA contract is terminated for cause, the associated BAA must also be terminated and appropriate actions taken in accordance with VHA Handbook 1600.01, *Business Associate Agreements*. Absent an agreement to use or disclose protected health information, there is no business associate relationship.

h. The contractor/subcontractor must store, transport, or transmit VA sensitive information in an encrypted form, using VA-approved encryption tools that are, at a minimum, FIPS 140-2 validated.

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i. The contractor/subcontractor's firewall and Web services security controls, if applicable, shall meet or exceed VA's minimum requirements. VA Configuration Guidelines are available upon request.

j. Except for uses and disclosures of VA information authorized by this contract for performance of the contract, the contractor/subcontractor may use and disclose VA information only in two other situations: (i) in response to a qualifying order of a court of competent jurisdiction, or (ii) with VA's prior written approval. The contractor/subcontractor must refer all requests for, demands for production of, or inquiries about, VA information and information systems to the VA contracting officer for response.

k. Notwithstanding the provision above, the contractor/subcontractor shall not release VA records protected by Title 38 U.S.C. 5705, confidentiality of medical quality assurance records and/or Title 38 U.S.C. 7332, confidentiality of certain health records pertaining to drug addiction, sickle cell anemia, alcoholism or alcohol abuse, or infection with human immunodeficiency virus. If the contractor/subcontractor is in receipt of a court order or other requests for the above mentioned information, that contractor/subcontractor shall immediately refer such court orders or other requests to the VA contracting officer for response.

l. For service that involves the storage, generating, transmitting, or exchanging of VA sensitive information but does not require C&A or an MOU-ISA for system interconnection, the contractor/subcontractor must complete a Contractor Security Control Assessment (CSCA) on a yearly basis and provide it to the COTR.

B.5.4 SECURITY INCIDENT INVESTIGATION

a. The term "security incident" means an event that has, or could have, resulted in unauthorized access to, loss or damage to VA assets, or sensitive information, or an action that breaches VA security procedures. The contractor/subcontractor shall immediately notify the COTR and simultaneously, the designated ISO and Privacy Officer for the contract of any known or suspected security/privacy incidents, or any unauthorized disclosure of sensitive information, including that contained in system(s) to which the contractor/subcontractor has access.

b. To the extent known by the contractor/subcontractor, the contractor/subcontractor's notice to VA shall identify the information involved, the circumstances surrounding the incident (including to whom, how, when, and where the VA information or assets were placed at risk or compromised), and any other information that the contractor/subcontractor considers relevant.

c. With respect to unsecured protected health information, the business associate is deemed to have discovered a data breach when the business associate knew or should have known of a breach of such information. Upon discovery, the business associate must notify the covered entity of the breach. Notifications need to be made in accordance with the executed business associate agreement.

d. In instances of theft or break-in or other criminal activity, the contractor/subcontractor must concurrently report the incident to the appropriate law enforcement entity (or entities) of jurisdiction, including the VA OIG and Security and Law Enforcement. The contractor, its employees, and its subcontractors and their employees shall cooperate with VA and any law enforcement authority responsible for the investigation and prosecution of any possible criminal

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law violation(s) associated with any incident. The contractor/subcontractor shall cooperate with VA in any civil litigation to recover VA information, obtain monetary or other compensation from a third party for damages arising from any incident, or obtain injunctive relief against any third party arising from, or related to, the incident.

B.5.5 LIQUIDATED DAMAGES FOR DATA BREACH

a. Consistent with the requirements of 38 U.S.C. §5725, a contract may require access to sensitive personal information. If so, the contractor is liable to VA for liquidated damages in the event of a data breach or privacy incident involving any SPI the contractor/subcontractor processes or maintains under this contract.

b. The contractor/subcontractor shall provide notice to VA of a "security incident" as set forth in the Security Incident Investigation section above. Upon such notification, VA must secure from a non-Department entity or the VA Office of Inspector General an independent risk analysis of the data breach to determine the level of risk associated with the data breach for the potential misuse of any sensitive personal information involved in the data breach. The term 'data breach' means the loss, theft, or other unauthorized access, or any access other than that incidental to the scope of employment, to data containing sensitive personal information, in electronic or printed form, that results in the potential compromise of the confidentiality or integrity of the data. Contractor shall fully cooperate with the entity performing the risk analysis. Failure to cooperate may be deemed a material breach and grounds for contract termination.

c. Each risk analysis shall address all relevant information concerning the data breach, including the following:

1. Nature of the event (loss, theft, unauthorized access);
2. Description of the event, including:
 - a) date of occurrence;
 - b) data elements involved, including any PII, such as full name, social security number, date of birth, home address, account number, disability code;
3. Number of individuals affected or potentially affected;
4. Names of individuals or groups affected or potentially affected;
5. Ease of logical data access to the lost, stolen or improperly accessed data in light of the degree of protection for the data, e.g., unencrypted, plain text;
6. Amount of time the data has been out of VA control;
7. The likelihood that the sensitive personal information will or has been compromised (made accessible to and usable by unauthorized persons);
8. Known misuses of data containing sensitive personal information, if any;
9. Assessment of the potential harm to the affected individuals;
10. Data breach analysis as outlined in 6500.2 Handbook, Management of Security and Privacy Incidents, as appropriate; and

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11. Whether credit protection services may assist record subjects in avoiding or mitigating the results of identity theft based on the sensitive personal information that may have been compromised.
- d. Based on the determinations of the independent risk analysis, the contractor shall be responsible for paying to the VA liquidated damages in the amount of \$37.50 per affected individual to cover the cost of providing credit protection services to affected individuals consisting of the following:
 1. Notification;
 2. One year of credit monitoring services consisting of automatic daily monitoring of at least 3 relevant credit bureau reports;
 3. Data breach analysis;
 4. Fraud resolution services, including writing dispute letters, initiating fraud alerts and credit freezes, to assist affected individuals to bring matters to resolution;
 5. One year of identity theft insurance with \$20,000.00 coverage at \$0 deductible; and
 6. Necessary legal expenses the subjects may incur to repair falsified or damaged credit records, histories, or financial affairs.

B.5.6 TRAINING

- a. All contractor employees and subcontractor employees requiring access to VA information and VA information systems shall complete the following before being granted access to VA information and its systems:
 - 1) Sign and acknowledge (either manually or electronically) understanding of and responsibilities for compliance with the *Contractor Rules of Behavior*, relating to access to VA information and information systems;
 - 2) Successfully complete the *VA Cyber Security Awareness and Rules of Behavior* training and annually complete required security training;
 - 3) Successfully complete the appropriate VA privacy training and annually complete required privacy training; and
 - 4) Successfully complete any additional cyber security or privacy training, as required for VA personnel with equivalent information system access *[to be defined by the VA program official and provided to the contracting officer for inclusion in the solicitation document – e.g., any role-based information security training required in accordance with NIST Special Publication 800-16, Information Technology Security Training Requirements.]*
- b. The contractor shall provide to the contracting officer and/or the COTR a copy of the training certificates and certification of signing the Contractor Rules of Behavior for each applicable employee within 1 week of the initiation of the contract and annually thereafter, as required.
- c. Failure to complete the mandatory annual training and sign the Rules of Behavior annually, within the timeframe required, is grounds for suspension or termination of all physical or electronic access privileges and removal from work on the contract until such time as the training and documents are complete.

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B.6.1. Abbreviations And Definitions:

Contracting Officer: Is defined as the representative of the Spokane VAMC who has the authority to enter into, administer, terminate, modify, approve changes, or otherwise represent and bind the Spokane VAMC in all matters arising under or relating to this contract.

Contracting Officer's Technical Representative (COTR): Is defined as the Individual(s) who furnishes technical guidance and advice or generally supervises the work performed under the contract. Designations will be in writing and will define the scope and limitation of the representative's authority.

JC: Joint Commission

Spokane VAMC: Spokane VA Medical Center, 4815 N. Assembly Street, Spokane, WA 99205

VISTA: Is defined as the Veterans Health Information Systems and Technology Architecture that is the MUMPS-based computer system used by the VA for electronic patient records and to track patient use of services.

B.6.2. Accreditation and Performance standards:

B.6.2.1 Spokane VAMC is accredited by the Joint Commission on Accreditation of Health Care Organizations (JC). As part of this accreditation, Spokane VAMC contractors must meet or exceed Joint Commission standards, other agency standards, or their appropriate professional accreditation agency, or in the process of obtaining the required professional accreditation.

B.6.2.2 Contractor personnel shall be subject to the same quality assurance standards, meeting or exceeding current recognized national standards as all regular Spokane VAMC employees. Contractor personnel shall perform the services in accordance with the ethical, professional, and technical standards of Spokane VAMC.

B.6.2.3 If the contractor is re-surveyed by JC or re-accredited by their professional accreditation agency, during the contract term, the Contractor will notify the Contracting Officer of survey dates and the outcome of the survey.

B.6.2.4 All issuing and follow-up care of patient services required by this contract will be provided in accordance with the most current Standards of the contractor's Professional Accreditation.

B.6.2.5 If a Professional Accreditation agency other than JC is used, Contractor shall provide a copy of the appropriate standards and scoring guidelines in their proposal.

B.6.2.6 HHS/OIG: To ensure that the individuals providing services under the contract have not engaged in fraud or abuse regarding Sections 1128 and 1128A of the Social Security Act regarding federal health care programs, the Contractor is required to check the Health and Human Services Office of Inspector General, List of excluded individuals/entities on the OIG Website (www.hhs.gov/oig) for each person providing services under this contract. Further the Contractor is required to certify in its proposal have been compared against the OIG list and are not listed. During the performance of this contract, the contractor is prohibited from using any individual or business listed on the List of Excluded Individuals/Entities.

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B.6.3. Quality Management:

- B.6.3.1** Quality management will be monitored in accordance with Information Letter 10-2010-004 dated January 29, 2010, a copy of which shall be maintained by the Spokane VAMC.
 - B.6.3.2** Actively participate in all Medical Center quality assurance activities related to this contract. Contractor Employees providing service under this contract are required to actively participate in the appropriate Spokane VAMC Division quality and risk management activities as designed and implemented by the VA.
 - B.6.3.3** Other Responsibilities include participation in the appropriate Spokane VAMC Department Morbidity and Mortality (M&M) conference.
 - B.6.3.4** Participate in the Spokane VAMC credentialing and privileging process on a two year recurring basis.
 - B.6.3.5** Know, understand, and adhere to VA Medical Center-by-laws, policies and procedures relative to patient care, patient rights, patient confidentiality, safety, and environment of care, administrative practices, and medical record documentation.
 - B.6.3.6** Complete quality reviews and participate in continuous performance improvement activities as required. Reviews include, but are not limited to, tort claims, medical expert opinion(s), incident reports/Root Cause Analysis. Reviews must be completed within established timeframes set by the Spokane VAMC.
 - B.6.3.7** Maintain confidentiality of HSRO/QA information per 38 U.S.C. 5705.
 - B.6.3.8** The COTR for this contract, is responsible for monitoring contract compliance with respect to quality assurance and performance. He/she will report immediately any noncompliance evidenced by the monitoring procedures outlined above to the Contracting Officer. The COTR must also forward a completed healthcare Contractor performance report to the Contracting Officer prior to the exercising any option year.
 - B.6.3.9** The COTR for this contract will be appointed by the contracting officer and a copy will be forwarded to the vendor.
- B.6.4. Medical Records:** VHA Directive 1400.1 and Spokane VAMC Memorandum 136-27-09 dated 2/10/2009 outline the policies for maintenance and completion of electronic and hard copy medical records.
- B.6.4.1** Assure electronic notes or dictation is completed on day of clinic visit or operation. In addition, a brief written note must be completed immediately post-operatively on all procedures. Both must contain all information required by Spokane VAMC policies and procedures. Contractor employee(s) shall verify and sign transcribed reports within 48 hours of completing a procedure. No procedures will be scheduled for staff with outstanding dictations. Note The exception to this requirement is when a brief operative or other high-risk procedure progress note is written immediately after the procedure, but before the patient is transferred to the next level of care, in which case the full operative of other high-risk transferred to the next level of care, in which case the full operative of other high-risk transferred to the next level of care, in which case the full operative of other high-risk transferred to the next level of care, in which case the full operative of other high-risk transferred to the next level of care in which case the full operative of other high-risk procedure report can be written or dictated within 24 hours post procedure.

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B.6.4.2 VA will not be held responsible for any costs for a case cancelled due to delinquent records on the part of the contractor

B.6.4.4 Complete medical record documentation as required.

B.6.4.5 Communicate procedure or consult results to referring physician prior to departure on that day as appropriate and when possible.

B.6.5. Provide professional/technical guidance to Spokane VAMC Emergency Department employees.

B.6.6. Patient Safety Improvement Handbook: VHA Handbook 1050.01
Patient safety events as defined in VHA Handbook 1050.01 include: Adverse Events, Sentinel Events, Close Calls, and Intentionally Unsafe Acts.

Contractor shall ensure the following:

- Upon notification of an unconfirmed patient safety event, it is immediately reported to the COTR.
- All patient safety events are investigated, confirmed and resolved.
- The COTR is informed throughout all investigations and all findings and conclusions are reported to the COTR.

B.6.7. Contractor points of Contact and Key personnel:

B.6.7.1 Contractor will provide a telephone number, to provide a point of contact for VA staff. The contractor staff assigned to answer this telephone shall act as the initial point of contact for inquiries from appropriate VA personnel.

B.6.7.2 Contractor shall identify the Key physician personnel proposed to provide the required services under this contract. Contractor shall not change key personnel without prior approval of Spokane VAMC. If changes in personnel are approved, prices may be adjusted accordingly to reflect salary and benefits of the personnel actually providing services. All employees of the contractor identified as key personnel shall have completed security background investigations requirements before onset of individual provider performance.

B.6.8. License And Qualifications:

B.6.8.1 Contractor employee(s) assigned to perform services covered by this contract shall be qualified as follows:

B.6.8.2 Licensed in a State, Territory, or Commonwealth of the United States or District of Columbia.

B.6.8.3 Contractor shall, without additional expenses to the Government, be responsible for obtaining necessary licenses including current State Medical License and permits for complying with any applicable federal, state, and local laws, codes and regulations in connection to the performance of the type of service required.

B.6.8.4 Specific individuals providing service under this contract shall be pre-approved by the COTR, and the Contract Officer shall be informed of all changes in personnel working on the contract.

B.6.8.5 The qualifications of all physicians shall be subject to review by the VA Chief of Staff and approval by the Director.

B.6.8.6 Contractor's physicians shall have been credentialed and privileged by the VA prior to practicing medicine for the Spokane VAMC.

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B.6.8.7 Contractor shall provide copies of licensure, credentialing and privileging package, verification of board certification for each physician proposed under the terms of a contract prior to their providing services to the Spokane VAMC. Participation of Contractor staff under the terms and conditions of the contract are subject to approval by the appropriate Spokane VAMC Chief of Staff. Final approval will be contingent upon completion of the credentialing and privileging process. This process takes approximately two months. Within five calendar days from date of award of the contract Contractor shall provide all paperwork necessary for this process as requested by the Director of the appropriate Spokane VAMC Division.

B.6.9. Jurisdiction:

B.6.9.1 All patient records will remain the property of the VA and under their exclusive control.

B.6.9.2 Control and jurisdiction of the patient shall remain with the VA.

B.6.10. Confidentiality of Patient Records: The Parties agree to hold all individually identifiable health information as that term is defined in the 164 Health Insurance Portability and Accountability Act and regulations promulgated thereunder (collectively, "HIPAA") shared with, transferred or transmitted to, or otherwise obtained by Contractor on or from or on behalf of the VA in the course of Contractor's providing the services under this Agreement ("Protected Health Information") strictly confidential, and provide protections to prevent the unauthorized disclosure of such information, including, but not limited to the protection required by applicable federal, state and local laws and/or regulations regarding the security and the confidentiality of patient health care information including, but not limited to, HIPAA. In addition to HIPAA and 38 U.S.C. 5705 the Contractor shall comply with all VA security policies and applicable confidentiality statutes to include 38 U.S.C. 5701, 38 U.S.C. 5705, 38 U.S.C. 7332, 5 U.S.C. 552a (Privacy Act), and 45CFR, Parts 160, 162 and Specifically, Contractor agrees as follows:

(1) to maintain safeguards as necessary to ensure that the Protected Health Information is not used or disclosed except as required to perform its obligations under the Agreement, as expressly permitted herein or as required or permitted by law;

(2) to ensure that any subcontracts or agents to whom it provides Protected Health Information agree to the same restrictions and conditions that apply with respect to such information;

(3) to make available its internal practices, books and records relating to the use and disclosure of Protected Health Information to the Department of Health and Human Services or its agents as required by HIPAA;

(4) to incorporate any amendments or corrections to Protected Health Information when notified by the VA that the information is inaccurate or incomplete;

(5) at termination of this Agreement, if feasible, to return or destroy all Protected Health Information that it still maintains in any form and not to retain any such Protected Health Information in any form;

(6) to ensure that, as to any Protected Health Information held by Contractor, Contractor policies are in place to allow access to that Protected Health Information by the subject of that information as required by HIPAA; and

(7) to report to the VA any use or disclosure of Protected Health Information which is not allowed under the terms of the Agreement. If at any time after the effective date of this Agreement it is determined that either party is in breach of this

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Section, the other party, in its sole discretion, may immediately terminate this Agreement.

B.6.11. Contract Performance Monitoring:

B.6.11.1 The COTR(s) for this contract is responsible for monitoring contract compliance with respect to quality assurance and performance. They will report immediately and forward any noncompliance evidenced by the monitoring procedures outlined above to the Contracting Officer. The COTR(s) must also forward a completed healthcare Contractor performance report to the Contracting Officer prior to the exercising of any option year.

B.6.11.2 The contract physician(s) shall be monitored through a variety of mechanisms including:

B.6.11.3 A mutually agreed upon system which may include: Sign-in sheet, phone message to appropriate Spokane VAMC Service, and/or documentation reviews of medical records.

B.6.11.4 Use of VISTA/CPRS generated report(s) to determine timeliness of dictation and signing of reports.

B.6.11.5 Feedback from patients, staff, peers or any source relative to level of service provided by Contract physician.

B.6.11.6 Performance measures including out lined in the QASP will be compared to Spokane VAMC performance for like procedures.

B.6.12. Universal Precautions: By signing this instrument, the Contractor certifies that all of the Contractor's employees assigned to work for the VA are current in Universal Precautions and are aware of pertinent OSHA and Universal Precautions Regulations.

B.6.13. Responsibility:

B.6.13.1 The services to be performed; shall be performed in accordance with VA policies, procedures, and the regulations of the Medical staff by-laws of the Spokane VAMC.

B.6.13.2 The Government may evaluate the quality of professional and administrative service provided, but retains no control over the medical, professional aspects of services rendered (e.g., professional judgments, and/or diagnosis for specific medical treatment).

B.6.13.3 A physician provided by this contract carries the same responsibility for patient care as a VA physician appointed under Title 38 U.S.C. 7405.

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B.5 ADMINISTRATION

ADMINISTRATIVE ITEMS

- B.7.1 Personnel, Equipment And Supplies:** All personnel necessary to perform the required services shall be provided by the contractor.
- B.7.2 Contract Changes:** After agreement between the contractor and the Contracting Officer, there shall be no changes to the agreed upon services or pricing, unless the Contracting Officer agrees to that change prior to the contractor providing the services. However, in the event of a medical emergency that requires a rapid response to either protect the patient's life or quality of life, Contractor shall provide those services that are deemed necessary at that time. Notification of the event that required these emergent services shall be communicated to Spokane VAMC and the Contracting Officer within 24 hours. Failure to do so may result in the Contracting Officer rejecting the claim.
- B.7.3 NAICS Code:** NAICS code 621111 applies to this acquisition.
- B.7.4 Gender:** Whenever the masculine gender is used in this solicitation and contract documents, it shall be considered to include feminine.
- B.7.5 Post Award Conference:** A post-award conference will be held at a time and place designated by the Contracting Officer, to be attended by Contractor, the Contracting Officer's Technical Representative and other officials designated by the Contracting Officer.
- B.7.6 Status Meetings:** As requested by the COTR, contractor shall meet (conference calls are acceptable) with the Contracting Officer's Technical Representative(s) to discuss contract performance, process improvement ideas and the status of any contract issues.
- B.7.7 Documentation:**
- B.7.7.1** Contractor will provide the COTR copies all required documentation upon request.
 - B.7.7.2** Contractor will furnish the following:
 - a. Licenses, JC or other appropriate professional accreditation certificate, copy all health care employee's immunization records.
 - b. Education training records of personnel, orientation and ongoing education
- B.7.8 Personnel:**
- B.7.8.1 Personnel Policy:**
 - B.7.8.1.1** The contractor's personnel will, at all times, demonstrate a high level of courtesy and consideration when providing services to the patient/primary caregiver and VA employees.
 - B.7.8.1.2** All contractor employees performing work under this contract will be a minimum of eighteen (18) years of age or older, as

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- required by law.
- B.7.8.1.3** All contractor employees assigned by the contractor to work on this contract will be physically able to safely and adequately perform their duties.
- B.7.8.1.4** Contractor will provide documentation of employee's training to the Contracting Officer and/or COTR as requested.
- B.7.8.1.5** Each Contractor employee's personnel record shall have evidence that the Contractor has verified education and training requirements in accordance by JCAHO or their appropriate professional accreditation agency.
- B.7.8.1.6** Nametag: Contractor must wear at all times the VA PID/ID card that is provided by the VA Human Resources Security Specialist prior to working at the facility.
- B.7.8.2** **Uniforms:** When working at the VA facility special clothing and equipment that are provided by Spokane VAMC will be left at the workstation upon completion of duty shift.
- B.7.8.3** **Organizational Relationship:**
- B.7.8.3.1** The parties agree that Contractor, its employees, agents, and sub-departments shall not be considered VA employees for any purpose.
- B.7.8.4** **Identification, Parking, Smoking, And VA Regulations:** The Contractor's employees shall wear visible identification, provided by the contractor, at all times while on the premises of the Spokane VAMC. Parking is not included in this contract. Smoking is only allowed in designated areas per VA Policy. Possession of weapons is prohibited. Enclosed containers, including tool kits, shall be subject to search. Violations of VA regulations may result in citation answerable in the United States (Federal) District Court, not a local district, state, or municipal court.
- B.7.8.5** **Contractor Certification:** The Contractor certifies that the Contractor's employee is in compliance with any and all legal provisions contained in the Immigration and Nationality Act of 1952, As Amended; its related laws and regulations that are enforced by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor as these may relate to non-immigrant foreign nationals working under contract or subcontract for the Contractor while providing services to Department of Veterans Affairs patient referrals;
- While performing services for the Department of Veterans Affairs, the Contractor shall not knowingly employ, contract or subcontract with an illegal alien; foreign national non-immigrant who is in violation their status, as a result of their failure to maintain or

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comply with the terms and conditions of their admission into the United States.

If the Contractor fails to comply with any requirements outlined in the preceding paragraphs or its Agency regulations, the Department of Veterans Affairs may, at its discretion, require that the foreign national who failed to maintain their legal status in the United States or otherwise failed to comply with the requirements of the laws administered by Homeland Security, Immigration and Customs Enforcement and the U.S Department of Labor, shall be prohibited from working at the contractor's place of business that services Department of Veterans Affairs patient referrals; or other place where the contractor provides services to veterans who have been referred by the Department of Veterans Affairs; and shall form the basis for termination of this contract for breach.

The contractor agrees to obtain a similar certification from its subcontractors.

Signature: _____

Date: _____

Typed Name and Title: _____

Company Name: _____

This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under 18 U.S.C. 1001.

B.7.9 Pricing: As shown in the schedule.

B.7.10 Invoicing:

- B.7.10.1** The Contractor will submit an original monthly invoice by the fifteenth (15th) of the month for the previous month's service. Payments for Services shall be requested monthly, in arrears.
- B.7.10.2** The invoice shall contain the contract number, obligation number, date of service, name of individual who provided the service, and the contracted charge for the service provided.
- B.7.10.3** The Contractor shall not invoice until all required documentation is

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complete, i.e., operation report dictated and signed by the Contract employee.

- B.7.10.4 If the supporting documentation is not received before the invoice is processed, the invoice will be considered incomplete and returned.
- B.7.10.5 The invoice may be resubmitted after completion of all required documentation. However, for the purpose of computing interest under the prompt payment act, invoice receipt date shall be the date the resubmitted invoice is received at Spokane VAMC.
- B.7.10.6 Invoices shall be submitted to:

Dept. of Veteran Affairs
PO Box 149971
Austin, TX 98661

B.7.11 Payment:

- B.7.11.1 In order to receive payment, Contractor personnel shall document their performance of the required duties by a mutually agreed upon system which may include: Sign-in sheet, phone message to appropriate Spokane VAMC Service, and/or documentation reviews of medical records. Payment for any holiday pay or leave, including sick leave, vacation time or personal time accrued under this contract is the responsibility of the contractor and shall not be billed to Spokane VAMC.
- B.7.11.2 All payments made under the contract will be made monthly, in arrears. No advance payments will be authorized.
- B.7.11.3 Payment will be made in arrears upon submission of a properly prepared invoice. Invoice itemized list of tests/procedures performed, listing dates, procedures performed and hours worked, employee(s) name(s), unit and total dollar amounts. The contract number shall also appear on all invoices and correspondence.
- B.7.11.4 The Contractor shall contact the VA Voucher Examiner at 503-220-8262 extension 57297 should they not receive payment within 45 calendar days of submission of a proper invoice.
- B.7.11.5 The Contractor shall submit a monthly invoice by the fifteenth (15) of the month for the previous month's service. Invoices without proper documentation will be returned.
- B.7.11.6 Payments under this contract will be made in accordance FAR 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration. The Contractor will provide the appropriate form and account information for electronic transfer.
- B.7.11.7 Payments made by Spokane VAMC under this contract shall constitute the total cost of services provided by the Company. The Company hereby agrees, that in no event shall the Company bill, charge, collect a deposit from, seek compensation, remuneration, or reimbursement from, or have any recourse against the beneficiary, the beneficiary's family, private insurer, Medicare or any other entity acting on the beneficiary's behalf, for services provided pursuant to this contract. Billings rendered by the

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Company to Spokane VAMC for services furnished to VA beneficiary under the terms of this contract shall be billings in full.

B.7.12 Contracting Officer's Representative(s): The contracting officer may designate a representative(s) to act for him/her in furnishing technical guidance and advice or generally supervise the work to be performed under this contract. Such designation will be in writing and will define the scope and limitation of the designee's authority. A copy of the designation shall be furnished to the Contractor.

B.7.12.1 The Contractor shall in writing, keep the Contracting Officer informed of any unusual circumstances in conjunction with the contract.

B.7.12.2 The contract is subject to availability of VA funds. No service shall be performed by the Contractor after September 30 of any year until the Contracting Officer authorizes such services in writing.

B.7.13 ADMINISTRATIVE CONTACTS:

Clinical: COTR

Administrative:

Tamara Potwora

Contracting Officer

(360) 852-9877

(360) 256-0936 FAX

Email address: tamara.potwora@va.gov

B.7.14 AMENDMENTS: In accordance with FAR 52.212-4 the services specified in this contract may be changed only by written modification to this contract. The VA Contracting Officer will prepare the modification and have both parties approve the modification.

B.7.15 Payment for Services: Payment will only be made for services actually performed.

B.7.16 Special Contract Requirements:

B.7.16.1 Security Background Investigation: All Contractor employees who require access to the Department of Veterans Affairs' computer systems shall be the subject of a background investigation and must receive a favorable adjudication from the VA Office of Security and Law Enforcement prior to contract performance. This requirement is applicable to all tiers of Spokane VAMC employees, Contractor and subContractor personnel requiring the same access. The required investigation(s) shall be initiated prior to contract performance. Under no circumstances shall contract performance commence until notification from the SIC has been received that the application package is complete. Failure to comply with the Contractor personnel security requirements may result in termination of the contract for default.

B.7.16.2 VA Cyber Security Awareness Training: Contractor employee is required to complete security training and sign a VA Computer Access Agreement prior to having access to VA computer system. In addition, if providing medical services, Contractor employee will attend Computerized Patient Record System (CPRS) training prior to providing any patient care services, including on-call/emergency coverage at VA. The Contractor employee will document patient

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care in CPRS to comply with all VA and JCAHO standards. As VA routinely reviews and updates policies and procedures covering Contractor computer access, this contract may be modified to reflect new policies and procedures implemented during the term of this agreement.

B.7.16.3 HIPPA/Privacy Training: Contractor and their sub-Contractors assigned work under the contract are required to receive annual training on patient privacy as established by HIPAA statutes. Training must meet VHA's and the Department of Health and Human Services Standards for Privacy of Individually identifiable health information. Confidentiality - In addition to HIPAA and 38 U.S.C. 5705, which are referenced in the solicitation, Contractors must also comply with all other applicable confidentiality laws.

B.7.16.4 Rules of Behavior Acknowledgement: Any Contractor employee that is to perform work under the purchase order shall sign and deliver to the Spokane VAMC a Contractor Rules of Behavior acknowledgement form provided as an attachment to this solicitation.

B.7.16.5 Computer Access and Confidentiality Agreement. Any contractor employee that is to perform work under the purchase order shall sign and deliver to the Spokane VAMC a Computer Access and Confidentiality Agreement form.

B.7.16.6 VetPro Certification. The Contractor shall have its physicians VetPro certified prior to employment at the Spokane VA medical centers. VetPro is an Internet enabled data bank for the credentialing of VHA personnel that facilitates completion of uniform, accurate, complete credentials file.

B.7.16.6.1 To ensure that staffing requirements can be met for same day requests the Contractor shall have a pool of its physicians pre-certified in VetPro to meet the staffing needs of the Spokane VA Medical Center. This requirement is mandatory because this contract provides vital services to our Veterans. This process will be monitored and tracked by the Contracting Officers Technical Representative (COTR).

B.7.16.6.2 VetPro is an electronic certification program. Access must be provided by the VA. To gain access to VetPro an HCP Request Form must be filled out by your employee requesting VetPro certification and sent to the following e-mail address: Barbara.Moos@va.gov.

B.7.16.7 National Provider Identifier: The National provider identifier (NPI) is a standard, unique 10-digit numeric identifier required by HIPAA. The Veterans Health Administration must use NPIs in all HIPAA-standard electronic transactions for individual (health care practitioners) and organizational entities (medical centers). The Contractor shall ensure that the health care practitioners and/or medical center providing service under the contract obtains a NPI and provides it to the contracting officer.

B.7.16.8 Personal identity Verification of Contractor Personnel – Based upon the nature of the service and as prescribed in FAR 4.1300(b), the contracting officer is reminded to include procedures that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, in contracts requiring Contractor to have physical access to a federally-controlled facility or access to a Federal information system

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SECTION C - CONTRACT CLAUSES

C.1 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government:

- (1) When no longer needed for contract performance.
- (2) Upon completion of the Contractor employee's employment.
- (3) Upon contract completion or termination.

(c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.

(d) The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.

(End of Clause)

C.2 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)

(a) Definitions. As used in this clause:

"Executive" means officers, managing partners, or any other employees in management positions.

"First-tier subcontract" means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies that would normally be applied to a Contractor's general and administrative expenses or indirect cost.

"Total compensation" means the cash and noncash dollar value earned by the executive during the Contractor's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (i) Salary and bonus.

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(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c)(1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsrs.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

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(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year at <http://www.ccr.gov>, if--

(i) In the Contractor's preceding fiscal year, the Contractor received--

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fhrs.gov>, if--

(i) In the subcontractor's preceding fiscal year, the subcontractor received--

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(d)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

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(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.

(e) Phase-in of reporting of subcontracts of \$25,000 or more.

(1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.

(2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.

(3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.

(End of Clause)

**C.3 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS
(APR 2011)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104 (g)).

(2) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004) (Pub. L. 108-77, 108-78)

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

[] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010)(Pub. L. 110-252, Title VI, Chapter I (41 U.S.C. 251 note)).

[] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[X] (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note).

[] (5) 52.204-11, American Recovery and Reinvestment Act-Reporting Requirements (JUL 2010) (Pub. L. 111-5).

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☒ (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the-shelf items).

☐ (7) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (JAN 2011) (15 U.S.C. 657a).

☒ (8) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (9) [Reserved]

☐ (10)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-6.

☐ (iii) Alternate II (Mar 2004) of 52.219-6.

☐ (11)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

☐ (ii) Alternate I (Oct 1995) of 52.219-7.

☐ (iii) Alternate II (Mar 2004) of 52.219-7.

☒ (12) 52.219-8, Utilization of Small Business Concerns (JAN 2011) (15 U.S.C. 637(d)(2) and (3)).

☐ (13)(i) 52.219-9, Small Business Subcontracting Plan (JAN 2011) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (Oct 2001) of 52.219-9.

☐ (iii) Alternate II (Oct 2001) of 52.219-9.

☐ (iv) Alternate III (JUL 2010) of 52.219-9.

☐ (14) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

☐ (15) 52.219-16, Liquidated Damages--Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (16)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer.)

☐ (ii) Alternate I (June 2003) of 52.219-23.

☒ (17) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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☐ (18) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ (19) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

☒ (20) 52.219-28, Post Award Small Business Program Rerepresentation (APR 2009) (15 U.S.C. 632(a)(2)).

☐ (21) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2011).

☐ (22) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2011).

☒ (23) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (24) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JUL 2010) (E.O. 13126).

☒ (25) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ (26) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

☒ (27) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

☒ (28) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

☒ (29) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

☒ (30) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

☒ (31) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (32)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C.6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

☐ (33) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007)(42 U.S.C. 8259b).

☐ (34)(i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

☐ (ii) Alternate I (DEC 2007) of 52.223-16.

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☒ (35) 52.223-18, Contractor Policy to Ban Text Messaging while Driving (SEP 2010) (E.O. 13513).

☐ (36) 52.225-1, Buy American Act--Supplies (FEB 2009) (41 U.S.C. 10a-10d).

☐ (37)(i) 52.225-3, Buy American Act--Free Trade Agreements-- Israeli Trade Act (JUN 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53 and 109-169, 109-283, and 110-138).

☐ (ii) Alternate I (Jan 2004) of 52.225-3.

☐ (iii) Alternate II (Jan 2004) of 52.225-3.

☒ (38) 52.225-5, Trade Agreements (AUG 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

☒ (39) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

☐ (40) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

☐ (41) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

☐ (42) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (43) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

☐ (44) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

☒ (45) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

☐ (46) 52.232-36, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

☐ (45) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (46)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

☐ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

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☐ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

Employee Class

Monetary Wage-Fringe Benefits

☐ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

☐ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, et seq.).

☐ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

☐ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247)

☐ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

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(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(viii) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements "(Nov 2007)" (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (FEB 2009)(41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employee Eligibility Verification (JAN 2009)

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)(Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

C.4 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$20,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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(b) Maximum order. The Contractor is not obligated to honor--

(1) Any order for a single item in excess of \$200,000;

(2) Any order for a combination of items in excess of \$2,000,000; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 15 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of Clause)

C.5 VAAR 852.216-70 ESTIMATED QUANTITIES (APR 1984) ALTERNATE II (APR 1984)

The supplies and/or services listed in the attached schedule will be furnished at such time and in such quantities as they are required.

(End of Clause)

C.6 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

(End of Clause)

C.7 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

(End of Clause)

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C.8 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626(e)(2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business,

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small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the bidder ineligible for the award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of-

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

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(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to-

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Central Contractor Registration database (CCR), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women owned small business trade associations). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with-

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

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(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$650,000 (\$1.5 million for construction of any public facility with further subcontracting possibilities) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will-

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

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(i) Source lists (e.g., CCR), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$150,000, indicating-

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact-

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through-

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

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(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided-

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected

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in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-- Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with-

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semiannually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides--

(A) In the case of the prime Contractor, with the Contracting Officer; and

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(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans--

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$650,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan--

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American

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Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of Clause)

52.224-1	PRIVACY ACT NOTIFICATION	APR 1984
52.224-2	PRIVACY ACT	APR 1984
52.232-18	AVAILABILITY OF FUNDS	APR 1984

C.9 52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond September 30th of each year. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond September 30th of each year, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of Clause)

C.10 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal submitted at any time before final payment under this contract.

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(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of Clause)

C.11 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far/index.html>
<http://www.va.gov/oamm/oa/ars/policyreg/vaar/index.cfm>

(End of Clause)

C.12 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through one year after date of award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

C.13 SUPPLEMENTAL INSURANCE REQUIREMENTS

In accordance with FAR 28.307-2 and FAR 52.228-5, the following minimum coverage shall apply to this contract:

(a) Workers' compensation and employers liability: Contractors are required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 is required, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

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(b) General Liability: \$500,000.00 per occurrences.

(c) Automobile liability: \$200,000.00 per person; \$500,000.00 per occurrence and \$20,000.00 property damage.

(d) The successful bidder must present to the Contracting Officer, prior to award, evidence of general liability insurance without any exclusionary clauses for asbestos that would void the general liability coverage.

(End of Clause)

C.14 VAAR 852.203-70 COMMERCIAL ADVERTISING (JAN 2008)

The bidder or offeror agrees that if a contract is awarded to him/her, as a result of this solicitation, he/she will not advertise the award of the contract in his/her commercial advertising in such a manner as to state or imply that the Department of Veterans Affairs endorses a product, project or commercial line of endeavor.

(End of Clause)

C.15 VAAR 852.215-70 SERVICE-DISABLED VETERAN-OWNED AND VETERAN-OWNED SMALL BUSINESS EVALUATION FACTORS (DEC 2009)

(a) In an effort to achieve socioeconomic small business goals, depending on the evaluation factors included in the solicitation, VA shall evaluate offerors based on their service-disabled veteran-owned or veteran-owned small business status and their proposed use of eligible service-disabled veteran-owned small businesses and veteran-owned small businesses as subcontractors.

(b) Eligible service-disabled veteran-owned offerors will receive full credit, and offerors qualifying as veteran-owned small businesses will receive partial credit for the Service-Disabled Veteran-Owned and Veteran-owned Small Business Status evaluation factor. To receive credit, an offeror must be registered and verified in Vendor Information Pages (VIP) database. (<http://www.VetBiz.gov>).

(c) Non-veteran offerors proposing to use service-disabled veteran-owned small businesses or veteran-owned small businesses as subcontractors will receive some consideration under this evaluation factor. Offerors must state in their proposals the names of the SDVOSBs and VOSBs with whom they intend to subcontract and provide a brief description of the proposed subcontracts and the approximate dollar values of the proposed subcontracts. In addition, the proposed subcontractors must be registered and verified in the VetBiz.gov VIP database (<http://www.vetbiz.gov>).

(End of Clause)

C.16 VAAR 852.215-71 EVALUATION FACTOR COMMITMENTS (DEC 2009)

The offeror agrees, if awarded a contract, to use the service-disabled veteran-owned small businesses or veteran-owned small businesses proposed as subcontractors in accordance with 852.215-70, Service-Disabled Veteran-Owned and Veteran-Owned Small Business Evaluation Factors, or to substitute one or more service-disabled veteran-owned small businesses or veteran-owned small businesses for subcontract work of the same or similar value.

(End of Clause)

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C.17 VAAR 852.216-70 ESTIMATED QUANTITIES (APR 1984)

As it is impossible to determine the exact quantities that will be required during the contract term, each bidder whose bid is accepted wholly or in part will be required to deliver all articles or services that may be ordered during the contract term, except as he/she otherwise indicates in his/her bid and except as otherwise provided herein. Bids will be considered if made with the proviso that the total quantities delivered shall not exceed a certain specified quantity. Bids offering less than 75 percent of the estimated requirement or which provide that the Government shall guarantee any definite quantity, will not be considered. The fact that quantities are estimated shall not relieve the contractor from filling all orders placed under this contract to the extent of his/ her obligation. Also, the Department of Veterans Affairs shall not be relieved of its obligation to order from the contractor all articles or services that may, in the judgment of the ordering officer, be needed except that in the public exigency procurement may be made without regard to this contract.

(End of Clause)

C.18 VAAR 852.219-9 VA SMALL BUSINESS SUBCONTRACTING PLAN MINIMUM REQUIREMENTS (DEC 2009)

(a) This clause does not apply to small business concerns.

(b) If the offeror is required to submit an individual subcontracting plan, the minimum goals for award of subcontracts to service-disabled veteran-owned small business concerns and veteran-owned small business concerns shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteran-owned small business prime contracting goals for the total dollars planned to be subcontracted.

(c) For a commercial plan, the minimum goals for award of subcontracts to service-disabled veteran-owned small business concerns and veteran-owned small businesses shall be at least commensurate with the Department's annual service-disabled veteran-owned small business and veteran-owned small business prime contracting goals for the total value of projected subcontracts to support the sales for the commercial plan.

(d) To be credited toward goal achievements, businesses must be verified as eligible in the Vendor Information Pages database. The contractor shall annually submit a listing of service-disabled veteran-owned small businesses and veteran-owned small businesses for which credit toward goal achievement is to be applied for the review of personnel in the Office of Small and Disadvantaged Business Utilization.

(e) The contractor may appeal any businesses determined not eligible for crediting toward goal achievements by following the procedures contained in 819.407.

(End of Clause)

C.19 VAAR 852.219-71 VA MENTOR-PROTÉGÉ PROGRAM (DEC 2009)

(a) Large businesses are encouraged to participate in the VA Mentor-Protégé Program for the purpose of providing developmental assistance to eligible service-disabled veteran-owned small businesses and veteran-owned small businesses to enhance the small businesses' capabilities and increase their participation as VA prime contractors and as subcontractors.

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(b) The program consists of:

- (1) Mentor firms, which are contractors capable of providing developmental assistance;
- (2) Protégé firms, which are service-disabled veteran-owned small business concerns or veteran-owned small business concerns; and
- (3) Mentor-Protégé Agreements approved by the VA Office of Small and Disadvantaged Business Utilization.

(c) Mentor participation in the program means providing business developmental assistance to aid protégés in developing the requisite expertise to effectively compete for and successfully perform VA prime contracts and subcontracts.

(d) Large business prime contractors serving as mentors in the VA Mentor-Protégé Program are eligible for an incentive for subcontracting plan credit. VA will recognize the costs incurred by a mentor firm in providing assistance to a protégé firm and apply those costs for purposes of determining whether the mentor firm attains its subcontracting plan participation goals under a VA contract. The amount of credit given to a mentor firm for these protégé developmental assistance costs shall be calculated on a dollar-for-dollar basis and reported by the large business prime contractor via the Electronic Subcontracting Reporting System (eSRS).

(e) Contractors interested in participating in the program are encouraged to contact the VA Office of Small and Disadvantaged Business Utilization for more information.

(End of Clause)

**C.20 VAAR 852.237-7 INDEMNIFICATION AND MEDICAL LIABILITY
INSURANCE (JAN 2008)**

(a) It is expressly agreed and understood that this is a non- personal services contract, as defined in Federal Acquisition Regulation (FAR) 37.101, under which the professional services rendered by the Contractor or its health-care providers are rendered in its capacity as an independent contractor. The Government may evaluate the quality of professional and administrative services provided but retains no control over professional aspects of the services rendered, including by example, the Contractor's or its health-care providers' professional medical judgment, diagnosis, or specific medical treatments. The Contractor and its health-care providers shall be liable for their liability-producing acts or omissions. The Contractor shall maintain or require all health-care providers performing under this contract to maintain, during the term of this contract, professional liability insurance issued by a responsible insurance carrier of not less than the following amount(s) per specialty per occurrence: * _____. However, if the Contractor is an entity or a subdivision of a State that either provides for self-insurance or limits the liability or the amount of insurance purchased by State entities, then the insurance requirement of this contract shall be fulfilled by incorporating the provisions of the applicable State law.

* Amounts are listed below:

(b) An apparently successful offeror, upon request of the Contracting Officer, shall, prior to contract award, furnish evidence of the insurability of the offeror and/or of all health- care providers who will perform under this contract. The submission shall provide evidence of insurability concerning the medical liability insurance required by paragraph (a) of this clause or the provisions of State law as to self-insurance, or limitations on liability or insurance.

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(c) The Contractor shall, prior to commencement of services under the contract, provide to the Contracting Officer Certificates of Insurance or insurance policies evidencing the required insurance coverage and an endorsement stating that any cancellation or material change adversely affecting the Government's interest shall not be effective until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer. Certificates or policies shall be provided for the Contractor and/or each health-care provider who will perform under this contract.

(d) The Contractor shall notify the Contracting Officer if it, or any of the health-care providers performing under this contract, change insurance providers during the performance period of this contract. The notification shall provide evidence that the Contractor and/or health-care providers will meet all the requirements of this clause, including those concerning liability insurance and endorsements. These requirements may be met either under the new policy, or a combination of old and new policies, if applicable.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts for health-care services under this contract. The Contractor shall be responsible for compliance by any subcontractor or lower-tier subcontractor with the provisions set forth in paragraph (a) of this clause.

* Amounts from paragraph (a) above:

1,000,000.00 Per occurrence 3,000,000.00 in aggregate

(End of Clause)

C.21 VAAR 852.237-70 CONTRACTOR RESPONSIBILITIES (APR 1984)

The contractor shall obtain all necessary licenses and/or permits required to perform this work. He/she shall take all reasonable precautions necessary to protect persons and property from injury or damage during the performance of this contract. He/she shall be responsible for any injury to himself/herself, his/her employees, as well as for any damage to personal or public property that occurs during the performance of this contract that is caused by his/her employees fault or negligence, and shall maintain personal liability and property damage insurance having coverage for a limit as required by the laws of the State of Washington. Further, it is agreed that any negligence of the Government, its officers, agents, servants and employees, shall not be the responsibility of the contractor hereunder with the regard to any claims, loss, damage, injury, and liability resulting there from.

(End of Clause)

C.22 VAAR 852.273-75 SECURITY REQUIREMENTS FOR UNCLASSIFIED INFORMATION TECHNOLOGY RESOURCES (Interim - October 2008)

(a) The contractor and their personnel shall be subject to the same Federal laws, regulations, standards and VA policies as VA personnel, regarding information and information system security. These include, but are not limited to Federal Information Security Management Act (FISMA), Appendix III of OMB Circular A-130, and guidance and standards, available from the Department of Commerce's National Institute of Standards and Technology (NIST). This also includes the use of common security configurations available from NIST's Web site at:

<http://checklists.nist.gov>

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(b) To ensure that appropriate security controls are in place, Contractors must follow the procedures set forth in "VA Information and Information System Security/Privacy Requirements for IT Contracts" located at the following Web site:

http://www.iprm.oit.va.gov/docs/Security_and_Privacy_Requirements_for_IT_Contracts_Attachment.pdf
(End of Clause)

C.23 VAAR 852.273-76 ELECTRONIC INVOICE SUBMISSION (Interim - October 2008)

(a) To improve the timeliness of payments and lower overall administrative costs, VA strongly encourages contractors to submit invoices using its electronic invoicing system. At present, electronic submission is voluntary and any nominal registration fees will be the responsibility of the contractor. VA intends to mandate electronic invoice submission, subject to completion of the federal rulemaking process. At present, VA is using a 3rd party agent to contact contractors regarding this service. During the voluntary period, contractors interested in registering for the electronic system should contact the VA's Financial Services Center at <http://www.fsc.va.gov/einvoice.asp>.

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SECTION D - CONTRACT DOCUMENTS, EXHIBITS, OR ATTACHMENTS

See attached document CONTRACTOR RULES OF BEHAVIOR.

See attached document QASP-TEMPLATE(MEDICAL SERVICES) ED JULY_02.

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		BPA NO	1 CONTRACT ID CODE	PAGE 1	2	OF
2 AMENDMENT/MODIFICATION NO P00001		3 EFFECTIVE DATE 07-01-2012		4 REQUISITION/PURCHASE REQ. NO		5 PROJECT NO (If applicable)
6 ISSUED BY Department of Veterans Affairs VISN 20 Acquisition 5115 NE 82nd AVE Suite 203 Vancouver WA 98662		CODE 260	7 ADMINISTERED BY (If other than Item 6) Department of Veterans Affairs VA NW Health Network - VISN 20 5115 NE 82nd Ave, Suite 203 Vancouver WA 98662		CODE	
8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ESKRIDGE ENTERPRISES, LLC ESKRIDGE & ASSOCIATES 1609 WILDWOOD DR ROUND ROCK TX 786817227			(X)	9A. AMENDMENT OF SOLICITATION NO.		
				9B. DATED (SEE ITEM 11)		
				10A. MODIFICATION OF CONTRACT/ORDER NO. VA260-P-0953 VA668-C21618		
				10B. DATED (SEE ITEM 13) 07-01-2012		
CODE		FACILITY CODE		X		

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

- ☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
- (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See CONTINUATION Page

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 58.217-9

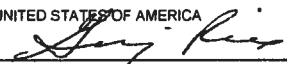
E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to exercise option year 1. Period of performance is 07/01/2012 to 06/30/2013. All other terms and conditions remain in effect. See schedule for pricing for the option year.

On invoicing for performance after 06/30/2012 use VA260-P-0953 and VA668-C21618.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A NAME AND TITLE OF SIGNER (Type or print)		16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ginny Rice Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED 5/30/2012

CONTINUATION PAGE

A.1 PRICE/COST SCHEDULE

ITEM NO.	DESCRIPTION OF SUPPLIES/SVCS	QTY	UNIT	UNIT PRICE	AMOUNT
1001	physician for emergency department Weekday Shifts	1,321.50	HR	\$216.1100	\$285,589.37
1002	physician for emergency department Weekend Shifts	2,496.00	HR	\$216.1100	\$539,410.56
GRAND TOTAL ---					<u>\$824,999.93</u> =====

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE
1OF
2

2. AMENDMENT/MODIFICATION NO.

P00002

3. EFFECTIVE DATE

07-16-2012

4. REQUISITION/PURCHASE REQ. NO.

668-11-3-014-0024

VA668-C11650

5. PROJECT NO.(If applicable)

6. ISSUED BY

CODE

260

Department of Veterans Affairs
VISN 20 Acquisition5115 NE 82nd AVE Suite 203
Vancouver WA 98662

7. ADMINISTERED BY (If other than Item 6)

CODE

Department of Veterans Affairs
VA NW Health Network - VISN 20
5115 NE 82nd Ave, Suite 203

Vancouver WA 98662

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ESKRIDGE ENTERPRISES, LLC
ESKRIDGE & ASSOCIATES

1609 WILDWOOD DR

ROUND ROCK TX 786817227

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
VA260-P-0953 VA668-C11650

10B. DATED (SEE ITEM 13)

CODE

FACILITY CODE

X

07-01-2012

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

Appropriation and Accounting Symbols
668-3610160-014-820100-2560 0100431V1**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

FAR 52.212-4 (c)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

- a. The purpose of this modification is to add funds to pay final invoices.
- b. the total amount of the contract is increased by \$ 39,657.83. See schedule on page 2 for details.
- c. The contractor shall reference contract VA260-P-0953 and purchase order VA668-C11650 for performance from 7/01/2011 to 6/30/2012. On invoicing for performance from 07/01/2012 until 6/30/2013 use contract number VA260-P-0953 and purchase order number VA668-C21618.
- d. There are no other changes to the contract/task order as a result of this modification.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Darlene Anderson
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)


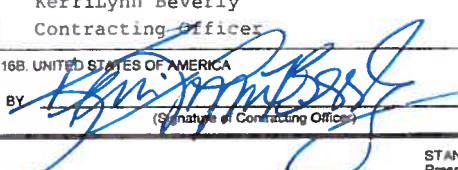
7-16-2012

CONTINUATION PAGE

A.1 PRICE/COST SCHEDULE

ITEM #	QTY UNIT	UNIT PRICE	AMOUNT
0001	2,311.12 HR	\$211.8700	\$489,656.99
Physicians for emergency department			

GRAND TOTAL ---	\$489,656.99
=====	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		BPA NO.	1 CONTRACT ID CODE	PAGE 1	OF PAGES 2
2. AMENDMENT/MODIFICATION NO. P00003		3. EFFECTIVE DATE 05-17-2013	4. REQUISITION/PURCHASE REQ. NO. 668-12-3-014-0048 VA668-C21618		5. PROJECT NO. (If applicable)
6. ISSUED BY Department of Veterans Affairs VISN 20 Acquisition 5115 NE 82nd AVE Suite 203 Vancouver WA 98662		CODE 260	7. ADMINISTERED BY (If other than Item 6) Department of Veterans Affairs VA NW Health Network - VISN 20 5115 NE 82nd Ave, Suite 203 Vancouver WA 98662		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ESKRIDGE ENTERPRISES, LLC ESKRIDGE & ASSOCIATES 1609 WILDWOOD DR ROUND ROCK TX 786817227			(X) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. VA260-P-0953 VA668-C21618 10B. DATED (SEE ITEM 13) X 07-01-2012		
CODE			FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) See CONTINUATION Page 668-3620160-014-820100-2560 C21618 0100431V1					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A. B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b). C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: D. OTHER (Specify type of modification and authority) X FAR 52.212-4					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Spokane ER Physicians a. The purpose of this modification is to increase the Contract/Task order for the final invoices. b. The total amount of the contract/task order is increased by \$268,663.62 from \$824,999.93 to \$1,093,663.55 the total contract value is increased from \$1,314,656.93 to \$1,583,320.48. c. The contractor shall reference IFCAP PO # VA668-C21618 on invoices from 07/01/2012 to 6/30/2013 d. There are no other changes to the contract/task order as a result of this modification.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect					
15A. NAME AND TITLE OF SIGNER (Type or print) Robert L Eskridge, President			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) KerriLynn Beverly Contracting Officer		
15B. CONTRACTING OFFICER  (Signature of person authorized to sign)		15C. DATE SIGNED 15 May 13	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 5/15/13
NSN 7540-01-152-8070 PREVIOUS EDITION NOT USABLE			STANDARD FORM 30 (REV. 10-83) Prescribed by GSA - FAR (48 CFR) 53.243		

CONTINUATION PAGE

A.1 Price/Cost Schedule

Item Information

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1001	physician for emergency department Weekday Shifts	1,943.47	HR	\$216.1100	\$420,003.30
1002	physician for emergency department Weekend Shifts	3,117.21	HR	\$216.1100	\$673,660.25
GRAND TOTAL					\$1,093,663.55

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

PAGE

OF PAG

1

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2. AMENDMENT/MODIFICATION NO.

P00004

3. EFFECTIVE DATE

07-01-2013

4. REQUISITION/PURCHASE REQ. NO.

668-13-3-014-0090

5. PROJECT NO. (If applicable)

VA668-C31597

6. ISSUED BY

CODE

260

7. ADMINISTERED BY (If other than Item 6)

CODE

Department of Veterans Affairs
VISN 20 AcquisitionDepartment of Veterans Affairs
VA NW Health Network - VISN 20
5115 NE 82nd Ave, Suite 2035115 NE 82nd AVE Suite 203
Vancouver WA 98662

Vancouver WA 98662

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ESKRIDGE ENTERPRISES, LLC
ESKRIDGE & ASSOCIATES

1609 WILDWOOD DR

ROUND ROCK TX 786817227

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
VA260-P-0953 VA668-C31597

10B. DATED (SEE ITEM 13)

06-30-2011

CODE

FACILITY CODE

X

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See CONTINUATION Page

668-3620160-014-820100-2560 C31597 0100431V1

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X)

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X

FAR 52.217-9

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return ¹ _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Spokane ER Physicians

a. The purpose of this modification is to exercise option year 2.

b. The total amount of the contract/task order is \$901,117.84 total on the contract is increased by \$901,117.84 the contract value is increased from \$1,583,320.48 to \$2,484,438.32.

c. The contractor shall reference IFCAP PO # VA668-C31597 on invoices from 07/01/2013 to 6/30/2014

d. There are no other changes to the contract/task order as a result of this modification.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Michael Morrison
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

6/11/2013

CONTINUATION PAGE

A.1 Price/Cost Schedule**Item Information**

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1	Contract Period: Option 2 POP Begin: 07/01/2013 POP End: 06/30/2014 For option year on ED locum contract, P.O. 668C31597	1.00	EA	\$901,117.8400	\$901,117.84
GRAND TOTAL					\$901,117.84

Accounting and Appropriation Data

ACRN	APPROPRIATION	REQUISITION NUMBER	AMOUNT
1	668-3630160-014-820100 Medical- 2560 Medical Care Contracts an- 0100431V1		\$0.00

Second Option Year: 7/1/2013 through 6/30/2014

<u>Description</u>	<u>Unit</u>	<u>Per unit Price</u>
2001 Weekday Shifts Shifts starting Monday – Friday pm (12 hour shifts)	HR	220.43
2002 Weekend Shifts (12 hours) (Saturday 8 am thru Monday 8 am)	HR	220.43

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		BPA NO.	1. CONTRACT ID CODE	PAGE 1	OF PAGES 1
2. AMENDMENT/MODIFICATION NO. P00005		3. EFFECTIVE DATE 2-10-2014		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (if applicable)		6. ISSUED BY CODE 668 Department of Veterans Affairs Network Contracting Office 20 8524 N Wall St Spokane WA 99208		7. ADMINISTERED BY (If other than Item 6) CODE 668 Department of Veterans Affairs Network Contracting Office 20 8524 N Wall St Spokane WA 99208	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ESKRIDGE ENTERPRISES, LLC ESKRIDGE & ASSOCIATES 1609 WILDWOOD DR ROUND ROCK TX 786817227			(X) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. VA260-P-0953 10B. DATED (SEE ITEM 13) 06-29-2011		
CODE		FACILITY CODE		X	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. ACCOUNTING AND APPROPRIATION DATA (If required) decrease 3620160-014 by \$99,341.41					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.					
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <div style="text-align: right;">52.212-4 Contract Terms and Conditions - Commercial</div>					
D. OTHER (Specify type of modification and authority) X					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Emergency Room Physicians Spokane					
a) The purpose of this modification is to de-obligate \$99,341.41 from PO 668-C21618. b) Invoices for services provided under obligation # 668-C21618 have been paid in full. c) Obligation # 668-C21618 is hereby de-obligated by \$99,341.41 from \$1,093,663.55 to \$994,322.14. d) VA260-P-0952 is also de-obligated by \$99,341.41 from \$2,484,438.38 to \$2,385,096.97. e) All other terms and conditions remain unchanged.					
POC in Contracting: Pam Matthews, -1913 or pamela.matthews@va.gov.					
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		18A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Darlene J. Anderson Contracting Officer			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	
				16C. DATE SIGNED 2-10-2014	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

BPA NO.

1. CONTRACT ID CODE

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OF PAGES

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2. AMENDMENT/MODIFICATION NO.

P00006

3. EFFECTIVE DATE

07-01-2014

4. REQUISITION/PURCHASE REQ. NO.

668-14-4-014-0038

5. PROJECT NO. (If applicable)

6. ISSUED BY

CODE

668

7. ADMINISTERED BY (If other than Item 6)

CODE

668

Department of Veterans Affairs
Network Contracting Office 20
8524 N Wall St
Spokane WA 99208

Department of Veterans Affairs
Network Contracting Office 20
8524 N Wall St
Spokane WA 99208

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)

ESKRIDGE ENTERPRISES, LLC
ESKRIDGE & ASSOCIATES

1609 WILDWOOD DR

ROUND ROCK TX 786817227

(X)

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.
VA260-P-0953

10B. DATED (SEE ITEM 13)

06-30-2011

CODE

FACILITY CODE

X

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

See CONTINUATION Page

668-3640160-014-820100-2560 C45123 0100431V1

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(X) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

X FAR 52.217-9 Option to Extend the Term of the Contract

E. IMPORTANT: Contractor ☒ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Spokane ER Physicians

A. The purpose of this Modification is to Exercise Option year Three (3) of VA260-P-0953.

B. The Period of Performance for Option Year three (3) is 7/01/2014 through 6/30/2015.

C. The Contractor shall reference **Obligation Number 668-C45123** on all invoices submitted for this Option.

D. Funding has been provided per attached schedule for \$982,101.12 and shall not be exceeded without modification.

Contracting POC: Johanne Gingras at -1907 or johanne.gingras@va.gov

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Johanne K. Gingras
Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY

(Signature of Contracting Officer)

6/24/14

A.1 Price/Cost Schedule

THIRD OPTION YEAR: 7/1/2014 through 6/30/2015

ITEM NUMBER	DESCRIPTION OF SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
3001	Physician for emergency department Weekday Shifts Shifts starting Monday - Friday pm (12 hour shifts)	1,872.00	HR	\$224.8400	\$420,900.48
	Funding/Req. Number: 1			\$420,900.48 668-14-4-014-0038	
3002	Physician for emergency department Weekend Shifts Saturday 8am thru Monday 8am (12 hour shifts)	2,496.00	HR	\$224.8400	\$561,200.64
	Funding/Req. Number: 1			\$561,200.64 668-14-4-014-0038	
GRAND TOTAL					\$982,101.12

Accounting and Appropriation Data

ACRN	APPROPRIATION	REQUISITION NUMBER	AMOUNT
1	668-3640160-014-820100 Medical- 2560 Medical Care Contracts an- 0100431V1	668-14-4-014-0038	\$982,101.12